

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

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KATTEN MUCHIN ROSENMAN LLP,

Index No. 07-CV-2921

Plaintiff

-against-

**ANSWER TO**  
**CROSS-CLAIMS**

KAYVAN HAKIM, YASSMINE HAKIM and  
GREAT NORTHERN INSURANCE COMPANY,

Defendants.

----- X

Defendant, Great Northern Insurance Company ("GNIC"), by and through its attorneys, Mound Cotton Wollan & Greengrass, hereby answers the cross-claims of Defendants Kayvan and Yassmine Hakim (the "Hakims") as follows:

**AS AND FOR A FIRST CROSS-CLAIM**  
**For Equitable Estoppel**

15. GNIC repeats, reiterates, and realleges its responses to each and every allegation set forth in the complaint of Plaintiff Katten Muchin Rosenman LLP ("KMR") as if fully set forth herein.

16. Admitted.

17. Denied as alleged, except refers to the settlement agreements for their terms and conditions.

18. Denied as alleged, except refers to the settlement agreements for their terms and conditions.

19. Denied, and refers to the settlement agreements for their terms and conditions.

20. Denied, and refers to the settlement agreements for their terms and conditions.

21. Denied as alleged, except refers to the papers in support of GNIC's summary judgment motion for their substance.

22. The allegations set forth in paragraph 22 of the cross-claims are legal conclusions to which no response is required, but to the extent that a response is required, those allegations are denied.

23. The allegations set forth in paragraph 22 of the cross-claims are legal conclusions to which no response is required, but to the extent that a response is required, those allegations are denied.

**AS AND FOR A SECOND CROSS-CLAIM**  
**For Declaratory Judgment**

24. GNIC repeats, reiterates, and realleges its responses to each and every allegation incorporated by reference in paragraph 24 of the cross-claims.

25. Denied as alleged, except refers to the settlement agreements for their terms and conditions.

26. Denied as alleged, except refers to the settlement agreements for their terms and conditions.

27. The allegations set forth in paragraph 27 of the cross-claims are legal conclusions to which no response is required, but to the extent that a response is required, denies that the Hakims are entitled to the relief sought.

**AS AND FOR A THIRD CROSS-CLAIM**  
**For Declaratory Judgment**

28. GNIC repeats, reiterates, and realleges its responses to each and every allegation incorporated by reference in paragraph 28 of the cross-claims.

29. GNIC denies knowledge or information sufficient to form a belief as to the truth of the allegations set forth in this paragraph.

30. The allegations set forth in paragraph 30 of the cross-claims are legal conclusions to which no response is required, but to the extent that a response is required, denies that the Hakims are entitled to the relief sought.

**AS AND FOR A FOURTH CROSS-CLAIM**  
**For Indemnification**

31. GNIC repeats, reiterates, and realleges its responses to each and every allegation incorporated by reference in paragraph 31 of the cross-claims.

32. Denied as alleged, except refers to the agreements for their terms and conditions.

33. Denied as alleged.

34. Denied as alleged, except refers to the agreements for their terms and conditions.

35. Denied as alleged, except refers to the correspondence dated February 20, 2007 for its substance.

36. Denied.

37. Denied, except denies knowledge or information sufficient to form a belief as to the truth of the allegation concerning the intentions of KMR.

38. The allegations set forth in paragraph 38 of the cross-claims are legal conclusions to which no response is required, but to the extent that a response is required, denies that the Hakims are entitled to the relief sought.

**GNIC's First Defense**

39. The Hakims' cross-claims fail to state a cause of action upon which relief can be granted.

**GNIC's Second Defense**

40. The Hakims' cross-claims are barred because the Hakims have acted in bad faith.

**GNIC's Third Defense**

41. The Hakims' cross-claims are barred by the doctrine of laches.

**GNIC's Fourth Defense**

42. The Hakims' cross-claims are barred by the doctrines of waiver and estoppel.

**GNIC's Fifth Defense**

43. The Hakims' cross-claims are barred by the doctrine of unclean hands.

**GNIC's Sixth Defense**

44. The Hakims' cross-claims are not ripe for adjudication.

**GNIC's Seventh Defense**

45. The Hakims' cross-claims are barred because the Hakims have acted fraudulently.

**WHEREFORE**, Defendant Great Northern Insurance Company respectfully requests that the Court issue a judgment:

- (1) dismissing the Hakims' cross-claims against GNIC in their entirety; and
- (2) granting GNIC such other and further relief as deemed just.

Dated: New York, New York  
June 20, 2007

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AFFIDAVIT OF SERVICE

STATE OF NEW YORK     )  
                                      )  
COUNTY OF NEW YORK    )     ss.:

Irene Siegel, being duly sworn, deposes and says:

Deponent is not a party to this action, is over the age of 18 years, and resides in Queens, New York. That on the 20th day of June, 2007 deponent served the annexed **DEFENDANT GREAT NORTHERN INSURANCE COMPANY'S ANSWER TO THE CROSS-CLAIMS OF KAYVAN AND YASSMINE HAKIM** on Michael J. Verde, Esq., Katten Muchin Rosenman, LLP, 575 Madison Avenue, New York, NY 10022-2585, plaintiff pro se, David J. Mark, Esq., Kasowitz, Benson, Torres & Friedman, LLP, 1633 Broadway, New York, New York, 10019, and Justine Clare Moran, Esq., 31-12 38<sup>th</sup> Street, Astoria, New York, 11103, attorneys for defendants Kayvan Hakim and Yasmine Hakim at the address designated by said attorneys by depositing the same enclosed in a postpaid properly addressed wrapper directed to each of said attorneys at the above addresses in an official depository under the exclusive care and custody of the United States Postal Service within the State of New York.

  
\_\_\_\_\_  
IRENE SIEGEL

Sworn to before me this  
20th day of June, 2007

  
\_\_\_\_\_  
Notary Public

**CATHERINE RITZER**  
Notary Public, State of New York  
No. 30-4744978  
Qualified in Nassau County  
Commission Expires September 30, 2009